

CITY ORDINANCE NO. CO-037-2021

**AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO A CONTRACT WITH CITY OF LAFAYETTE AQUATICS, INC. (COLA) RELATIVE TO THE OPERATION AND MAINTENANCE OF THE EARL J. CHRIS POOL AT THE ROBICHEAUX CENTER**

**BE IT ORDAINED** by the Lafayette City Council, that:

**WHEREAS**, the City of Lafayette is the owner of the Earl J. Chris Swimming Pool located at the Robicheaux Recreation Center; and

**WHEREAS**, the City of Lafayette Aquatics, Inc. (COLA), has expressed an interest in assuming the responsibilities, obligations and liabilities associated with the operation and maintenance of the Earl J. Chris Pool at the Robicheaux Center; and

**WHEREAS**, the City of Lafayette desires to be relieved of its responsibilities, obligations and liabilities associated with the operation and maintenance of the Earl J. Chris Pool; and

**WHEREAS**, in the fiscal year budget (FY19/20), the Operation and Maintenance expenditures for the swimming program totaled \$232,238, while the revenues budgeted for that fiscal year were \$44,000, resulting in a net loss to Lafayette City-Parish Consolidated Government ("LCG") of \$188,238; and

**WHEREAS**, pursuant to the Contract with COLA, LCG's Operation and Maintenance expenditures in the fiscal year 20-21 budget are reduced to a maximum of \$85,414, with zero (\$0.00) revenues, resulting in anticipated annual savings (from FY 19/20 to FY 20/21) of \$102,824; and

**WHEREAS**, it is necessary and desirable that a contract be executed by Lafayette City-Parish Consolidated Government ("LCG") and COLA, setting forth the terms and conditions pursuant to which COLA will maintain and operate the Earl J. Chris Pool, and retain all future revenues, in accordance with the attached fee chart, during the term of the contract.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the Lafayette City Council, that:

**SECTION 1:** All of the aforementioned "Whereas" clauses are adopted as part of this ordinance.

**SECTION 2:** The Lafayette Mayor-President is hereby authorized and directed to execute, on behalf of the Lafayette City-Parish Consolidated Government, a contract with COLA providing for the operation and maintenance of the Earl J. Chris Pool.

**SECTION 3:** The contract authorized in Section 2 shall be substantially in the form attached hereto, but may be revised, and may contain such additional provisions, as the Lafayette

Mayor-President, in consultation with the Lafayette City-Parish Attorney, may deem necessary, convenient, or desirable to carry out the intent and provisions of this ordinance.

**SECTION 4:** The Chief Financial Officer for the Lafayette City-Parish Consolidated Government is further authorized and directed to prepare any and all internal and/or administrative budget revisions necessary to comply with the dictates of this ordinance and/or the contract.

**SECTION 5:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 6:** This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon the override of a veto, whichever occurs first.

\* \* \* \* \*

## Earl J. Chris Pool at Robicheaux Center Fee Structure

### Water Aerobics

- Monday / Wednesday / Thursday Mornings
- Monday / Thursday Evenings
- Saturday (if there is a demand)
  - \$40 Monthly Membership
  - \$5 per class

### Lap Swimming

- Monday through Friday  
11:00 AM to 1:00 PM
- Sunday  
1:00 PM to 3:00 PM
  - \$60 Monthly Membership
  - \$5 per visit

### Pool Party

- Two Hour Party (1 to 20 swimmers)
  - \$200
- 20 Additional Swimmers
  - \$25
- One Additional Hour
  - \$100

### Open Swimming

- Sunday  
1:00 PM to 3:00 PM
- Summer Days  
TBD due to COVID-19 restrictions
  - \$5 for Adults (each, per visit)
  - \$3 for Children (each, per visit)

### High School Swim Teams

#### August to November

- \$20 per Swimmer
- \$350 cap per team

### Spectator Admission Cost for Competitions

- \$5 per Adult
- \$2 per Child

## CONTRACT FOR SERVICES

This Contract for Services, (the "Contract") entered into on this date by and between

**LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT,**  
a political subdivision of the State of Louisiana, herein represented  
by its Mayor-President, Joshua S. Guillory, (hereinafter referred  
to as "LCG") and

**CITY OF LAFAYETTE AQUATICS, INC. (COLA)** herein represented by its duly  
authorized member, Coleen Barczyk, with a mailing address of P.O. Box 61812,  
Lafayette, LA, 70596 (hereinafter referred to as "VENDOR")

WITNESSETH:

That, in consideration of the mutual covenants and agreements herein contained, the  
parties hereto do mutually agree as follows:

### ARTICLE 1 – SCOPE OF SERVICES

- 1.1 The Vendor will provide daily chemical checks of the pool and make any adjustments to chemical levels each day.
- 1.2 The Vendor will supply all chemicals necessary to keep the pool operational and at safe levels.
- 1.3 The Vendor will provide all necessary janitorial supplies to keep the facility clean and well maintained.
- 1.4 The Vendor will provide all janitorial services for the Earl J Chris Pool at the Robicheaux Center including cleaning and upkeep of bathrooms, offices, hallways, and pool deck.
- 1.5 The Vendor will check pumps, heaters, and all pump room equipment each week and provide maintenance and necessary upkeep to these.
- 1.6 The Vendor will provide Point of Sale Purchases for all memberships, classes, and pool fees.
- 1.7 The Vendor will provide monthly reports to the Parks and Recreation Department of LCG identifying monthly activities, events, pool programming, and fees collected for current programs in place.
- 1.8 The Vendor will be responsible for telecommunication fees including phone, internet, and Wi-Fi services.
- 1.9 The Vendor will be responsible for minor interior improvements, including but not limited to painting.
- 1.10 The Vendor will be responsible for all programming of the pool for swim teams, swim lessons, water aerobics, competitions, lap swimming, and other pool programming.

### ARTICLE 2 – COMPENSATION FOR SERVICES

- 2.1 Method of Compensation There will be no compensation paid to the Vendor by LCG for this contract.
- 2.2 Rent The Vendor will remit a monthly fee of \$500 to LCG for rent of the facility by the 5<sup>th</sup> of each month.
- 2.3 Pool Fees The Vendor will collect and retain all fees.

2.4 Fee Structure The Vendor will collect and retain all fees.

Water Aerobics

- Monday / Wednesday / Thursday Mornings
- Monday / Thursday Evenings
- Saturday (if there is a demand)
  - \$40 Monthly Membership
  - \$5 per class

Lap Swimming

- Monday through Friday  
11:00 AM to 1:00 PM
- Sunday  
1:00 PM to 3:00 PM
  - \$60 Monthly Membership
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  - \$5 for Adults (each, per visit)
  - \$3 for Children (each, per visit)

High School Swim Teams

- August to November
  - \$20 per Swimmer
  - \$350 cap per team

Spectator Admission Cost for Competitions

- \$5 per Adult
- \$2 per Child

2.5 Fees/Taxes. The Vendor shall be responsible for remitting all taxes and other charges which may become due and payable during the term of this Contract in any way related to and/or resulting from the services to be performed by Vendor on behalf of LCG as set forth herein.

ARTICLE 3 – TERM

- 3.1 Effective Date and Expiration. This Contract is effective upon date of execution. Unless modified by mutual agreement of the parties or terminated earlier, pursuant to the terms of this Contract, this Contract shall be in effect for an initial term of one (1) year. This contract may be extended for three (3) additional one (1) year terms under the same prices, terms and conditions as the original contract as accepted by both owner and vendor.
- 3.2 Termination of Contract. This Contract may be terminated by either party upon giving thirty (30) days advanced written notice to the other party with or without cause but in no case shall continue beyond the specified termination.
- 3.3 Return of LCG Property. Upon termination of this Contract for any reason, Vendor shall promptly return to LCG the originals of all LCG data, records, or materials of whatever nature or kind, including all materials incorporating the

proprietary information of LCG. Vendor shall also furnish to LCG all work in progress or portions thereof, including all incomplete work.

#### ARTICLE 4 – RELATIONSHIP BETWEEN LCG AND VENDOR

- 4.1 Independent Contractor. It is understood and agreed by the parties hereto that at all times, Vendor shall be deemed to be an independent contractor and shall perform all of her duties under this Contract as an independent contractor. At no time during the term of this Contract shall Vendor be deemed or considered to be an employee of LCG, nor shall Vendor be permitted to participate in any benefits provided to employees of LCG, including, but not limited to, sick leave, retirement benefits, health and hospitalization benefits, vacation, holiday benefits and annual leave benefits.

#### ARTICLE 5 – INSURANCE REQUIREMENTS

The certificate of insurance with the appropriate limits listed below shall be furnished to the Lafayette Consolidated Government within ten (10) days of notice of award.

The Vendor shall not commence work under this contract until he has obtained all insurance required by this paragraph, and until such insurance has been approved by the Owner, nor shall the Vendor allow any subcontractor to commence work on his subcontract until the insurance required has been obtained and submitted. Proper certificates evidencing such insurance shall be furnished to the Owner prior to commencement of work. All certificates of insurance must contain provisions indicating that no cancellation or change in such insurance shall be effected for any cause without thirty (30) days written notice being first given to the Owner.

If at any time, any of the insurance policies required to be furnished by the Vendor under the terms of this Article shall lapse, expire, or fail to comply with the requirements of this Article, the Vendor shall procure and obtain such new insurance policies as may be required in order to comply with the requirements of this Article. Upon obtaining a new insurance policy, the Vendor shall submit a new certificate of insurance to the Owner for approval. Upon failure of the Vendor to furnish, deliver and maintain such insurance as required by this Article, the contract, at the election of the Owner, may be declared suspended, discontinued or terminated. Failure of the Vendor to maintain any required insurance shall not relieve the Vendor from any liability under the contract, nor shall the insurance requirements contained in this Article be construed to conflict with the obligations of the Vendor.

The requirements contained in this Article shall not be construed and are not intended to limit the Vendor's obligations to indemnify and defend the Lafayette City-Parish Consolidated Government, but merely constitute minimum insurance requirements which must be provided to secure such obligations.

The Vendor shall effect and maintain until completion and acceptance of the work, insurance as follows:

I. Standard Worker's Compensation Insurance - Full statutory liability for the State of Louisiana with Employer's Liability Coverage of \$500,000 minimum per occurrence.

II. Commercial General Liability - All comprehensive general liability insurance shall include coverage for the following:

A. Premises Operations	\$500,000
B. Independent Vendors	\$500,000
C. Products - Completed Operations	\$500,000
D. Contractual Liability	\$500,000
E. Broad Form Property Damage	\$500,000



### III. Business Auto Liability Policy

	* BODILY INJURY <u>per person</u>	* BODILY INJURY <u>per accident</u>	* PROPERTY DAMAGE <u>per accident</u>
A. Any Auto	\$ 500,000	\$ 500,000	\$ 500,000
B. Owned Autos	\$ 500,000	\$ 500,000	\$ 500,000
C. Non-Owned Autos	\$ 500,000	\$ 500,000	\$ 500,000
D. Hired	\$ 500,000	\$ 500,000	\$ 500,000

If Coverage A - Any Auto is carried, Coverages B, C, & D will not be required. If the Vendor does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of the contract, then hired and non-owned coverage is required.

### IV. Umbrella Liability

In lieu of providing insurance at the limits required in Sections I, II and III of this Article, Vendors may fulfill the requirements of this Article by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Sections I, II and III hereinabove.

### V. Consolidated Government as an Additional Insured

The Lafayette City-Parish Consolidated Government, its officials, employees and volunteers must be named on all liability policies described above as additional insureds.

### VI. Waiver of Insurance Requirements

Notwithstanding anything to the contrary contained herein, the Consolidated Government reserves the right at all times, in its discretion, to alter, amend, and/or waive insurance requirements set forth in this Section where the insurance carried and/or to be provided by the Vendor is deemed reasonable, sufficient and adequate to protect the interests of the Consolidated Government, provided that the Consolidated Government shall take no steps to impose more stringent and onerous insurance requirements on the Vendor than those contained herein.

### VII. Waiver of Subrogation

Vendors must obtain a Waiver of Subrogation from all insurance carriers providing coverage under Sections I, II, III and IV in this Article for any and all claims which could be asserted against the Lafayette City-Parish Consolidated Government, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

## ARTICLE 6 – LCG RESPONSIBILITIES

- Provide vendor access to the Earl J. Chris pool at the Robicheaux Center
- Provide all utilities costs
- Maintain grounds around the pool building
- All capital repairs and improvements for the pump and heater equipment
- All repairs to the HVAC system, electrical and plumbing

## ARTICLE 7 – MISCELLANEOUS PROVISIONS

- 7.1 Indemnification. To the fullest extent permitted by law, Vendor shall agree to defend, indemnify and hold harmless LCG, its officers, directors, agents, and employees from and against any and all liabilities, losses, damages, fines, judgments, claims, suits, actions and expenses (including, but not limited to, attorneys' fees and costs) arising out of or relating to personal injury or death to persons or damage to personal or real property, including LCG's property, arising out of or in connection with Vendor's performance of this Contract. LCG agrees to give Vendor prompt notice of any such claim, demand, or action and shall, to the extent LCG is not adversely affected, cooperate fully with Vendor in defense and settlement of said claim, demand, or action.
- 7.2 Mediation.
- (a) Claims, disputes or other matters in question between the parties to this Contract, arising out of or relating to this Contract (including any breach thereof), shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
  - (b) Demand for mediation shall be delivered by the complaining party, in writing, to the other party to this Contract within a reasonable time after the complaining party discovers the reason therefor. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen or been discovered. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by applicable legal prescription.
- 7.3 Assignment. Neither party shall assign its/her rights, interests nor obligations under this Contract without express written consent of the other party.
- 7.4 Severability and Waiver of Provisions. Any provision or part of the Contract held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon LCG and Professional, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.
- 7.5 Survival. All express representations, indemnifications, or limitations of liability included in this Contract will survive its completion or termination for any reason.
- 7.6 Headings. The headings used in this Contract are for general reference only and do not have special or legal significance.
- 7.7 Controlling Law. This Contract is to be governed by the laws of the State of Louisiana.
- 7.8 Non-Appropriation of Funds. Notwithstanding anything to the contrary in the Contract, the continuation of this Contract into a new fiscal year (*i.e.*, 11/1-10/31) is contingent upon the appropriation of funds to fulfill the requirements of this Contract. If LCG, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Contract, the obligation to make payment under this Contract shall terminate on the last day of the fiscal year for which funds were appropriated.
- 7.9 Budgeted Funds. Notwithstanding anything to the contrary in the Contract, the parties agree that the maximum amount payable under the Contract shall be that amount which is the amount budgeted by LCG for said Contract. In the event the total amount of this Contract is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that LCG shall not be liable for the amount of such increase until and unless said budget is amended as provided for by LCG's Home Rule Charter to allow for such an increased amount.



- 7.10 Notices. Any notices to be given hereunder by either party to the other may be effected either by e-mail, personal delivery in writing or by first class mail. Mailed notices shall be addressed as listed below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

Lafayette City-Parish Consolidated Government  
P.O. Box 4017-C  
Lafayette, LA 70502

City of Lafayette Aquatics  
P.O. Box 61812  
Lafayette, LA 70596-1812

#### ARTICLE 8 – CONTENT OF CONTRACT

8.1 Total Contract. This Contract, consisting of pages 1 to 8 inclusive, constitutes the entire Contract between LCG and Professional and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or cancelled by a written instrument duly executed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as set forth below.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, Louisiana, in the presence of the undersigned competent witnesses who sign with appearer and me, Notary, after due reading of the whole.

WITNESSES:

LAFAYETTE CITY PARISH  
CONSOLIDATED GOVERNMENT

\_\_\_\_\_

BY: \_\_\_\_\_

Joshua S. Guillory  
Lafayette Mayor-President

Print: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

NOTARY PUBLIC

\_\_\_\_\_

BAR ROLL / NOTARY ID NO. \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as set forth below.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_, Louisiana, in the presence of the undersigned competent witnesses who sign with appearer and me, Notary, after due reading of the whole.

WITNESSES: CITY OF LAFAYETTE AQUATICS

\_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_

COLEEN BARCYZK

NOTARY PUBLIC

\_\_\_\_\_

BAR ROLL / NOTARY ID NO. \_\_\_\_\_



## ***INTERNAL MEMORANDUM***

*Department of Parks & Recreation  
Office of the Director (6100)*

**TO:** CAO Cydra Wingerter  
**FROM:** Hollis Conway  
**SUBJ:** *Agenda Item*


**DATE:** March 9, 2021

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Please place this item on the City Council Agenda for Introduction on March 23, 2021, and Final on April 6, 2021, to approve the contract with City of Lafayette Aquatics, Inc.

The ordinance will allow the Mayor-President to execute the contract with City of Lafayette Aquatics.

This is a result of a competitive RFP that was properly advertised and approved by Purchasing. This will result in a net savings in excess of \$100,000 from the FY '19-20 swimming budget. If you have any questions, do not hesitate to contact me.

  
\_\_\_\_\_  
Hollis Conway, City  
Acting Director, Parks & Recreation

HC/nl

Attachments: Ordinance  
Agenda Item Submittal Form  
Contract with City of Lafayette Aquatics

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An ordinance of the Lafayette City Council authorizing the Mayor-President to enter into a contract with City of Lafayette Aquatics, Inc relative to the maintenance and operations of the Earl J. Chris Pool at the Robicheaux Center.

2) ACTION REQUESTED: Adoption of ordinance

3) COUNCIL DISTRICT(S) (if applicable): \_\_\_\_\_

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: March 23, 2021

B) FINAL ADOPTION: April 6, 2021

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo from Director (1 page)

B) Submittal Item Justification Form (1 page)

C) Ordinance (2 pages)

D) Fee Structure (1 page)

E) Contract (8 pages)


6) FISCAL IMPACT:

☒ Fiscal Impact:

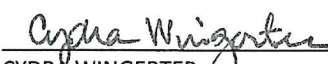
The contract will result in an annual savings of \$102,824 to the Parks and Rec, Swimming Operating and Maintenance Budget

☐ No Fiscal Impact

RECOMMENDED BY:

  
\_\_\_\_\_  
HOLLIS CONWAY, OLY  
ACTING PARKS AND RECREATION DIRECTOR

APPROVED FOR AGENDA:

  
\_\_\_\_\_  
CYDRA WINGARTER  
CHIEF ADMINISTRATIVE OFFICER